

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
MASERGY THREAT MONITORING AND RESPONSE SERVICES**

ATTACHMENT IDENTIFIER: Masergy Threat Monitoring and Response Services, Version 1.0

The following additional terms and conditions are applicable to Sales Orders for the Masergy Threat Monitoring and Response Services (TMR) ordered under an Enterprise Master Services Agreement or the General Terms and Conditions:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

“**Base Services**” means both the SD-WAN Service and Unified Threat Management (UTM) Service provided by.

“**Estimated Availability Date**” means the target date for delivery of Service.

“**Masergy**” means Comcast’s Affiliate Masergy Communications, Inc., or one of its applicable operating affiliates or subsidiaries.

“**Service(s)**” means the Masergy Threat Monitoring and Response Services.

ARTICLE 1. SERVICES

This attachment shall apply to Sales Orders for the Masergy Threat Monitoring and Response Services ordered under an Enterprise Master Services Agreement or General Terms and Conditions. A further description of the Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Comcast’s affiliate Masergy Communications, Inc. or one of its applicable operating affiliates or subsidiaries shall provide the services under this PSA, which may include, without limitation, invoicing, access to a customer portal and customer support services.

ARTICLE 3. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Services on or before the Estimated Availability Date; provided, however, that Comcast’s failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 4. SERVICE COMMENCEMENT DATE

Charges for the Services shall begin to accrue on the Service Commencement Date. The Service Commencement Date shall

be the date Comcast informs Customer that the Service is

available at the Service Location. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**ARTICLE 5. TERMINATION CHARGES;
PORTABILITY**

5.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

5.2 Termination Charges.

A. Subject to Sections 5.2(C) and 5.2(D), in the event that Service is terminated following Comcast’s acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to one hundred and twenty percent (120%) of costs and expenses incurred by Comcast in installing or preparing to install the Service.

B. Subject to Sections 5.2(C) and 5.2(D), in the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i.** 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii.** 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii.** 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of such cancellation or termination.

C. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast’s material and uncured breach in accordance with the General Terms and Conditions.

D. Customer acknowledges and agrees that termination of the Base Service shall constitute a termination of the Services and Customer shall pay Termination Charges with respect to the Services as provided herein; provided, that, if Customer terminated such Underlay Service or the Base Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions applicable hereto, then Customer will not be obliged to pay Termination Charges with respect to the Service.

E. **Notice of Termination.** Customer must provide written notification of Sales Order or Service termination to the Masergy disconnect department by electronic mail to disconnect@masergy.com.

ARTICLE 6. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

SCHEDULE A-1
SERVICE DESCRIPTIONS
MASERGY THREAT MONITORING AND RESPONSE SERVICES

The Masergy Threat Monitoring and Response Services (“TMR”) will be provided in accordance with the service descriptions set forth below:

1. Service Description.

TMR is a managed security service that monitors alert notifications from the Fortinet Unified Threat Management (“UTM”) appliance, which is deployed within the Base Service without any additional Customer Provided-Equipment or Comcast Equipment. Masergy’s Security Operations Center (“SOC”) analysts triage these alerts on a 24x7x365 basis, making assessments, and responding (if needed) on Customer’s behalf, which may include pushing firewall blocking rules, to mitigate threats. If additional Customer action is needed, the SOC analysts will contact Customer with actionable information and guide the Customer through threat mitigation. Risk metrics and alerting Incident Response workflow may be monitored by Customer via the applicable web portal which Comcast may make available to Customers from time to time.

2. Service Requirements. Customer must have the Base Services. Pricing for the Service is based upon the total number of Service Locations with Base Service and the total number of Customer’s end users.

3. Disclaimer. THE SERVICE CONSTITUTES ONLY ONE COMPONENT OF CUSTOMER’S OVERALL SECURITY PROGRAM AND IS NOT A COMPREHENSIVE SECURITY SOLUTION. COMCAST DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, THAT (I) THE SERVICES WILL IDENTIFY OR PREVENT ALL VULNERABILITIES, THREATS, DATA BREACHES/DATA LOSSES OR INTRUSIONS, (II) THE MITIGATION EFFORTS IMPLEMENTED BY COMCAST OR CUSTOMER WILL BE SUCCESSFUL IN MITIGATING THE OVERALL IMPACT OF THE INCIDENT, OR (III) OR THAT COMCAST DETECTION, ALERTING, AND/OR MITIGATION (A) WILL BE UNINTERRUPTED OR ERROR-FREE OR (B) WILL NOT INADVERTENTLY BLOCK NON-MALICIOUS TRAFFIC. CUSTOMER ACKNOWLEDGES THAT THE SERVICES PROVIDED ARE MERELY A TOOL FOR CUSTOMER TO USE IN ORDER TO ASSIST IN SUCH IDENTIFICATION AND PREVENTION EFFORTS. COMCAST’S ABILITY TO PROVIDE THE SERVICE MAY BE CONTINGENT ON CUSTOMER PROVIDING ACCURATE AND TIMELY INFORMATION TO COMCAST.